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ABSTRACT

This agreement, entered into July 1, 1974, is between the Board of Trustees of Michigan State University and Lodge 141 of the Fraternal Order of Police, Michigan State University Division. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences that may arise, and to set forth the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment. This agreement will be terminated on March 31, 1976. Articles in the agreement cover management rights, grievance procedures, discharge, seniority, overtime, holidays, sick leave, retirement benefits, and wages. (PG)

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AGREEMENT BETWEEN

MICHIGAN STATE UNIVERSITY

AND LODGE 141

FRATERNAL ORDER OF POLICE

MICHIGAN STATE UNIVERSITY DIVISION

JULY 1, 1974

HE006310

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PREFACE

The Board of Trustees of Michigan State University and Lodge 141 of the Fraternal Order of Police recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The University and the Lodge recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex or national origin.

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AGREEMENT

THIS AGREEMENT is entered into this First day of July, 1974 between the Board of Trustees of Michigan State University, hereinafter referred to as the "EMPLOYER" and LODGE NO. 141, of the Fraternal Order of Police, Michigan State University Division, hereinafter referred to as the "LODGE." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1

RECOGNITION OF THE LODGE

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act. No. 379 of the Public Acts of the State of Michigan of 1965 as amended, the Employer hereby grants sole and exclusive recognition to the Lodge for the purpose of collective bargaining for all employees covered by the bargaining unit.

SECTION 2. Definition of the Bargaining Unit. The Bargaining Unit consists of all regular, full-time sworn employees of the Department of Public Safety (Protective Services) whose positions are classified as Public Safety Officers V through I and Sergeants V through I. All other employees in this department are excluded from recognition in this bargaining unit such as employees in positions classified as Director, Major, Captain, Lieutenant, Trainee, Service Officer, Crossing Guard, Student and Clerical Personnel.

SECTION 3. Notification. The Lodge will furnish to the Director of Labor Relations in writing within thirty (30) days of the signing of this Agreement, a list of officers of the Lodge and shall within thirty (30) days of any change in said list, advise the Director of Labor Relations in writing of such change.

SECTION 4. In the event of a change in the departmental rank structure, the change will not affect the membership of the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

SECTION 1. The Lodge recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.

SECTION 2. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Lodge as being retained by the Employer; subject, however to the understanding that neither the constitutional nor statutory rights of the Sheriff of Ingham County shall be abridged in any way whatsoever.

SECTION 3. The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided, however, the Employer shall notify the Lodge whenever possible of any such amendments, supplements or additions at least fifteen (15) days in advance of their effective date. Such rules shall be reasonable and shall relate to the proper performance of Public Safety Officer's duties and shall not be applied in a discriminatory manner. Any rule or regulation may be discussed under the provisions of Article VIII of this Agreement. A rule may be subject to the grievance procedure (Article VII) only when it is applied to an employee of this bargaining unit in an unreasonable or discriminatory manner.

ARTICLE III

MANAGEMENT SECURITY

SECTION 1. The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there by any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the University.

SECTION 2. Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment as to employees, and/or of exercise of any legal right or remedy as to the Lodge, and/or cancellation of this Agreement by the Employer, subject to the provisions of Article IX of this contract.

ARTICLE IV

LODGE SECURITY AND CHECK-OFF

SECTION 1. The Employer will not discriminate against any employee because of membership in the Lodge.

SECTION 2. Check-Off.

A. The Employer agrees to deduct from the regular monthly pay of each Lodge member who has an executed Check-Off Authorization Form on file, the Lodge's dues or service charge for the following month subject to all of the following subsections.

B. The Lodge shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made thereof.

C. The Lodge shall exclusively use the following Check-Off Authorization Form as herein provided for:

Check-Off Authorization Form

Fraternal Order of Police, Lodge #141 ☐ Lodge Membership

Michigan State University ☐ Service Charge

East Lansing, Michigan

I hereby request and authorize you to deduct from wages hereafter earned by me while in the University's employ, my F.O.P. dues or service charge (check one above) of $_____ per month.

The amount deducted shall be paid to the Treasurer of the Lodge, according to the Agreement reached between the Employer and the Lodge.

This authorization shall remain in effect until by written notice to the Employer's Director of Labor Relations I request its revocation.

Print: Rank Last Name First Name Middle Initial

Signature _____

Date deduction is to start

Address _____

_____ City _____ State _____

Month Year

D. All Check-Off Authorization Forms shall be filed with the Employer's Director of Labor Relations who may return any incompleted, or incorrectly completed form to the Lodge's Treasurer, and no check-off shall be made until such deficiency is corrected.

E. The Employer shall check-off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Lodge.

F. The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer's Comptroller, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

G. The Lodge agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from employee's pay of Lodge dues or service charge or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge.

SECTION 3. Agency Shop Provision.

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Lodge at that time shall be required as a condition of continued employment to continue membership in the Lodge for the duration of this Agreement.

B. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Lodge for the duration of this Agreement on or before the 10th day after the 30th day following the beginning of their employment in the unit or pay to the Lodge a sum equivalent to the initial fee and membership dues as a charge for representation services.

C. An employee who shall tender an initial fee (if not already a member) and the periodical dues or a sum equivalent to the initial fee and periodical dues uniformly required of all employees in the bargaining units that are represented by the Lodge shall be determined to meet the conditions of this Agreement.

D. Employees of the bargaining unit that are represented by the Lodge shall be determined to be in compliance with this Lodge security clause if they are not more than 60 days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services. The Employer shall be notified in writing by the Lodge of any employees in the bargaining unit that are represented by the Lodge who are 60 days in arrears in payment of the membership dues or the sum equivalent.

E. The Lodge shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this Article or from complying with any request for termination under this Article.

ARTICLE V

LODGE BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Lodge will include not more than six (6) representatives. These representatives shall be composed of four (4) Lodge members of the Michigan State University bargaining unit,
and two (2) non Michigan State University employee representatives. The Lodge will furnish the Director of Labor Relations with a written list of the Lodge's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

SECTION 2. Employee members of the Lodge bargaining unit will be paid for the time spent in negotiations with the Employer, including one-half (1/2) hour prior to and one-half (1/2) hour after the bargaining meeting is over, but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift. If the employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent in bargaining as time worked during his tour of duty of that day. The time of the hours to be worked to complete his normal tour of duty for that day will be determined by the employee's shift supervisor.

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ARTICLE VI

PROBATIONARY PERIOD

SECTION 1. When a new employee is hired in the unit, he shall be considered as a probationary employee for the first nine (9) months of his continuous, regular, full-time employment as a sworn officer. The Lodge shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration and trial board procedures.

SECTION 2. Prior to the completion of the probationary period of nine (9) months continuous, regular, full-time employment as a sworn officer, the employer may extend the probationary period one (1) additional three (3) month period provided the employee is notified in writing of said extension and the reason therefore.

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ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 1. Any employee or the employer having a grievance in connection with the terms of this Agreement shall present it to the appropriate personnel as follows:

Step I. (a) If an employee feels he has a grievance and wishes to enter it into the grievance procedure, he may discuss it with his immediate Supervisor, within two (2) days after the date the facts have occurred or should reasonably been known to occur, or with his shift coordinator, or an officer of the Lodge, who must then discuss it with the employee's immediate Supervisor within two (2) days after its occurrence. If the Employer requests that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion he will be required to do so.

Step II. (a) If the grievance is not resolved, the shift coordinator or an officer of the Lodge must reduce the grievance to writing and present it to the Director of Public Safety, or his designee, within seven (7) days after its occurrence in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his shift coordinator, or an officer of the Lodge, and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Director of Public Safety, or his designee, receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the shift coordinator, or an officer of the Lodge, and the Director of Public Safety, or his designee, to discuss the grievance. The Director of Public Safety

or his designee, will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

(b) Any grievance not appealed from an answer at Step II of the grievance procedure to Step III of the grievance procedure within two (2) days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

Step III. (a) If the answer of the Director of Public Safety, or his designee, is not satisfactory, the grievance may be referred to the local Division President, or his designee, who may submit his appeal on an agenda to the Director of Labor Relations or his representative indicating the reasons why the written answer of the Director of Public Safety, or his designee, was unsatisfactory. A meeting between no more than three (3) representatives of the Lodge and the three (3) representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within five (5) days from the date of the agenda is received by the Employer, or his designee. The Director of Labor Relations or his representative will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

(b) The Lodge representatives may meet, if on the Employer's property at a place designated by the Employer, for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

(c) The local Division President or his representative shall be allowed time off his job without loss of pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant

permission and provide sufficient time to the local Division President or his representative to leave his work for these purposes subject to necessary emergencies exceptions. The privilege of the local Division President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the local Division President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Meeting.

Step IV. (a) Board of Appeal. If the representatives of the Employer and the Lodge representatives do not dispose of the matter and the Lodge believes that the matter should be carried further, it shall then refer the matter to its non-employee representative. The representative shall review the matter, and if he wishes to carry the matter further, he will, within ten (10) days of the answer of the Director of Labor Relations or his representative refer the matter to the Appeal Board.

(b) The Appeal Board shall consist of two (2) representatives of the Employer and two (2) representatives of the Lodge. The two (2) representatives of the Lodge shall be appointed by the local Division President.

(c) If the non-employee representative refers the matter to the Appeal Board, he shall prepare a record which shall consist of the original written records as there may be in connection with the matter, and forward the same to the Director of Labor Relations or his representative together with a notice indicating the reasons why his written answer with respect to that grievance is unsatisfactory to the Lodge. The Appeal Board shall be convened, within three (3) days, for the purpose

of reviewing and reaching a final settlement of the grievance, and shall render its disposition on the matter within five (5) days, following the submission of the grievance to the Appeal Board.

(d) After a grievance has been referred to the Appeal Board, the grievance may not be withdrawn by either party except by mutual consent.

(e) The grievant shall be entitled to be represented by an attorney of his choice at the Appeal Board and shall be given an opportunity to crossexamine witnesses of the Employer and call witnesses of his own. The Appeal Board shall be closed to the general public.

Step V. (a) In the event the members of the Appeal Board are unable to agree upon a final settlement of the grievance, or seven (7) days have elapsed from submission to the Appeal Board, settlement may be determined by decision of the Arbitrator selected by the parties. In the event they cannot agree upon an Arbitrator within five (5) days, the American Arbitration Association shall be requested to submit a list of five (5) arbitrators to the parties who shall alternately strike a name from the list until one name remains. The party who shall strike the first name shall be determined in each case by the flip of a coin. The fees and approved expenses of an Arbitrator will be paid by the parties equally.

(b) The Arbitrator shall have no power to add to, or substract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Lodge where such discretion has been retained by the Employer or the Lodge, nor shall he exercise any responsibility or function of the Employer or the Lodge.

(c) Finality of Decisions: There shall be no appeal from the Arbitrator's decision. Each such decision shall be final, and binding upon the Lodge and its members, the employee or employees involved, and the Employer.

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SECTION 2. WITHDRAWAL OF CASES.

(a) A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

SECTION 3. TIME LIMITS

(a) When reference to days is made, only week days, Monday through Friday, will be considered. Saturday, Sunday, and Holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties. If a time limit is not met in the filing or appeal of a grievance to the next step, the grievance shall be considered settled on the basis of the employer's last answer.

(b) If the employer fails to answer the grievance within the designated time limits the grievance may be appealed to the next step of this grievance procedure within five (5) days of the date of the expiration of the applicable time limit.

ARTICLE VIII

SPECIAL MEETINGS

SECTION 1. The Employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

SECTION 2. The Lodge representatives may meet, if on the Employer's property at a place designated by the Employer, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

SECTION 3. Employee representatives of the Lodge at special meetings will be paid by the Employer for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE IX

DISCHARGE & DISCIPLINE

SECTION 1. Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than negative or punishing procedure.

SECTION 2. When positive measures fail and the Employer determines that punishment or discharge is necessary, such punishment or discharge shall be imposed by the Director of Public Safety or his representative.

SECTION 3.

A. The levels of punishment that the Employer may utilize include: an oral reprimand; a written reprimand; the loss of accumulated compensatory time or future pass days; suspension without pay for a period not to exceed thirty (30) days; or dismissal.

B. In the event of disciplinary action other than oral or written warnings, the employee involved shall be provided, by the Employer at the time of the discipline, a complete statement of the charges against him, the violations of the Criminal Statute (University Ordinance, local, state or federal law); or a violation of a recognized law enforcement practice or procedure; personnel policies or practices, enumerated with specificity, and brief and concise statement of why this action is being taken.

C. The employee shall have the opportunity to meet with his Lodge representative at the time he receives notice of discipline action and the Lodge representative shall be present if so requested by the employee at the time of the disciplinary action.

SECTION 4. Should the employee feel that such punishment or discharge is unjust, he may appeal in writing within three (3) working days after being

advised of the punishment imposed by the Director or his representative to the Director of Public Safety.

SECTION 5. When disciplinary action is based upon a violation of a Criminal Statute (University Ordinance, local, state or federal law) or a violation of a recognized law enforcement practice or procedure, such action may be appealed by the disciplined employee to a Trial Board. All disciplinary action based upon grounds other than the above (for example, but not limited to, violations of personnel policies or practices) may be appealed by the disciplined employee to Step IV, (Articel VII of the grievance procedure).

SECTION 6. The Trial Board shall be composed of three (3) members who shall be selected from the following catagories in the following manner:

A. COMMAND

Captain William Chandler, Michigan State Police

Deputy Chief Charles Reifsnyder, Lansing Police Department

Lieutenant Charles Wibert, East Lansing Police Department

Captain Martin Campbell, Lansing Police Department

Deputy Chief Robert Foster, East Lansing Police Department

Captain Clarence Wheeler, Ingham County Sheriff Department

B. SUPERVISORY

Lieutenant Richie Davis, Michigan State Police

Lieutenant David Sinclair, Lansing Police Department

Sergeant Charles Bouth, Ingham County Sheriff's Department

Sergeant Fred Roush, Lansing Police Department

Sergeant Tom Hendricks, East Lansing Police Department

Sergeant John Draganchuck, Ingham County Sheriff Department

C. OPERATIONAL

Officer Greg McDonald, East Lansing Police Department

Officer Ron Flitton, Grand Ledge Police Department

Officer Thomas Bolon, Lansing Police Department

Officer Paul Wiegman, Lansing Police Department

Officer Larry Dodson, East Lansing Police Department

Officer Muhammed (Butch) Abdo, Ingham County Sheriff Department

One representative shall be drawn by lot from each of the above three (3) catagories (command, supervisory and operational) with the first drawn representative from each catagory serving on the Trial Board. However, no more than one (1) representative from any one department can sit on the Trial Board.

A second alternative representative shall be drawn by lot from each of the above three (3) catagories (command, supervisory and operational) and in the event the first drawn representative in a given catagory is unable to serve on the Trial Board, the second drawn alternative representative shall serve.

SECTION 7. Should it be necessary to reimburse the Trial Board members, the authorized expenses of these persons will be borne equally by the Employer and the Lodge.

The authorized expenses of employees or third parties called by the Employer to testify shall be borne by the Employer. The authorized expenses of employees or third parties called by the Appellant shall be borne by the Lodge.

SECTION 8. When the membership of the Trial Board is established, each member and the Appellant will be provided with a copy of the:

(a) statement of charges

(b) investigative reports

(c) any existing report of the matter prepared by the Appellant

SECTION 9. The Trial Board shall convene and initiate the hearing in a place designated by the Employer not less than three (3) days nor more than seven (7) days after the Appellant and the Board members have been provided with the materials specified in SECTION 8.

SECTION 10. The members of the Trial Board shall select one of their number to be president who shall preside at the hearing and who shall report, in writing, the Board's findings to both the Employer and the Appellant.

The Employer or the Appellant, may, upon written notice to the other, and to the Trial Board, request that the testimony presented to the Trial Board be mechanically recorded and available to either party for the purposes of appeal by written briefs.

The Trial Board shall be limited to the evidence presented to it and will be prohibited from conducting any activity of an investigative nature.

SECTION 11. The Appellant may be represented by legal counsel who shall have the right to introduce witnesses in behalf of the Appellant and cross examine witnesses representing the Employer.

SECTION 12. The Trial Board shall cause witnesses to swear to or affirm the truth of their testimony.

SECTION 13. The Trial Board hearing shall be closed and confidential and in accordance with the requirements stated elsewhere in this Article plus other rules developed by the Board itself for this hearing.

SECTION 14. The substance of testimony and the facts found by the Trial Board shall be reduced to writing and presented to the Employer and the Appellant with its decision.

SECTION 15. Upon concluding the taking of testimony, the members of the Board shall in private and as soon as practacable discuss the matter before them and arrive at their findings.

SECTION 16. Trial Board, upon a finding of justification in the disciplinary action taken against the employee, may sustain or reduce the penalty. The Trial Board may not exceed the original penalty.

SECTION 17. An employee who subsequently desires to waive his rights to

a Trial Board and elects departmental discipline may do so by making his request in writing at least twenty-four (24) hours prior to the actual convening of such Board.

SECTION 18. Should the Appellant feel that the decision of the Trial Board is not acceptable, the Appellant may within five (5) calendar days of receipt of the Trial Board's decision, appeal the decision to Arbitration. The Arbitrator will be chosen under the procedures outlined in Step V of Article VII. The Arbitrator, under this section (Section 18) will be limited to reviewing the written record, submitted by the Trial Board as required in Section 14 of this Article and its decision together with the written briefs of the employer and Appellant. The decision of the Trial Board must be sustained by the Arbitrator unless the Arbitrator finds that the Trial Board's decision is arbitrary or capricious based upon the written record and submitted briefs of the parties or that injustice would result, should the Trial Board's decision stand.

SECTION 19. Whenever a charge or charges are preferred against an employee and which are cognizable by a Trial Board it shall be the prerogative of the Employer to suspend the employee without prejudice and without pay until the Trial Board hearing and parallel criminal charges, if any, within the criminal justice system are concluded.

SECTION 20. While it is considered that an employee who is charged in the criminal justice system with violation of a criminal act should be suspended without pay until final determination of the case, an exception may be made if the Director or his designee shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event he will authorize alteration in suspension to one with pay.

SECTION 21. Acquittal by the Trial Board or an Arbitrator, as the case may be, entitles the employee to back pay at regular rate for the time of his

suspension without pay minus any compensation derived from the Employer (for example, but not limited to unemployment insurance payments) and any compensation derived from other sources during time periods which would have been occupied by scheduled employment with the employer had the employee not been suspended or dismissed.

ARTICLE X

SENIORITY

SECTION 1. Definitions. Seniority shall mean the status attained by length of service in a particular rank.

SECTION 2. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority showing name, position class and seniority date, and shall furnish a copy to the Lodge in March of each year.

ARTICLE XI

LAYOFF AND RECALL

SECTION 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

SECTION 2. Order of Layoff.

A. No permanent or probationary employee shall be laid off from his position in the Department of Public Safety while any seasonal, temporary or provisional employees are serving in the same position class in that Department.

B. Except as provided below, the layoff of probationary or permanent employees in the Department of Public Safety shall be in inverse order of seniority in the position classes affected.

SECTION 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Department of Public Safety. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

SECTION 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

SECTION 5. Preferred Eligible Lists.

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the Department of Public Safety. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Department of Public Safety before any other persons are selected for employment or promotion in those classes.

SECTION 6. Recall from layoff.

A. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

B. Employees who decline recall or who in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

SECTION 7. Restoration to Positions from which Demoted. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE XII

LOSS OF SENIORITY

SECTION 1. An employee shall lose his status as an employee and his seniority if:

1. He resigns or quits.
2. He is discharged or terminated and not reinstated.
3. He retires.
4. He does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the Personnel Office. An employee who changes address must notify the Employer of the change.
5. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

C

ARTICLE XIII

PASS DAYS

SECTION 1. Definition. Because Public Safety Officers and Sergeants are required to work regardless of calendar weekends, i.e. Saturdays and Sundays, the Employer schedules days off in lieu thereof and refers to these days as "Pass Days."

SECTION 2. Number. Employees covered hereby, earn pass days each month they are employed by the Employer, according to the following, monthly schedule; for a total of 104 pass days each year.

Month	Earned Pass Days	Month	Earned Pass Days
January	9	July	9
February	8	August	9
March	9	September	8
April	9	October	9
May	8	November	8
June	9	December	9

SECTION 3. Scheduling. Pass Days, pursuant to Section 2 of this Article shall be taken subject to management approval.

SECTION 4. Changing. Employees covered hereby, may change a pass day after the schedule has been posted, if they receive permission from the Platoon Supervisor(s) of the shift(s) involved.

SECTION 5. Emergencies. Pass Days as herein provided for, may be postponed for emergency purposes, but pass days so postponed may be taken at a later date subject to management approval.

ARTICLE XIV

VACATION LEAVE

SECTION 1. Vacations with pay shall be credited at the end of each month based on an employee's length of continuous full-time employment as shown in the following plan:

Service Months	Accrual	Annual Accrual	*Special Maxmimum Accrual
Completion of 6 months	48 hours		
7th month through 60th month	8 hours per month	96 hours	128 hours
61st month through 120th month	11 hours and 20 minutes per month	136 hours	181 hours
121st month	14 hours and 40 minutes per month	176 hours	235 hours

*Employees are expected to take their annual accrual each year. When this is not feasible, they may make special arrangements with the Director to accrue additional time but under no circumstances shall the accrual exceed the amount shown in the schedule under "Special Maximum Accrual".

SECTION 2. Vacation will not accrue during an approved leave of absence without pay, while on regular Workmen's Compensation, during an extended military leave of absence, during a terminal vacation period nor in excess of the Special Maximum Accrual.

SECTION 3. An employee's vacation pay will be based on his regular base wage rate.

SECTION 4. If a University designated holiday falls within an employee's vacation, the employee will be paid for the holiday and will not be charged for vacation that day.

When an employee terminates, he shall be paid for any unused vacation but will not be paid for a University designated holiday which may fall within the terminal vacation period.

SECTION 5. An approved leave of absence for military service will not be counted as a break in the employees's service record when determining his vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

SECTION 6. Vacation leaves shall be granted to employees covered hereby, by management of the Department and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made by February 28, preceding the period requested. Officers are granted vacation in accordance with a first come, first serve basis.

SECTION 7. Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.

ARTICLE XV

PERSONAL LEAVE DAY

SECTION 1. Two (2) personal leave days (16 hours), with pay, shall be granted annually to each full-time, continuous employee on the employment rolls as of July 1, for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0

SECTION 2. The personal leave day, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours. The personal leave day, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave or during any other leave of absence.

No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

The employee shall obtain the approval of his Supervisor prior to being absent for all, or any part, of the two (2) personal leave days.

ARTICLE XVI

OVERTIME

SECTION 1. Definitions

A. Normal Work Week. A normal work week for regular sworn full-time employees shall consist of forty (40) hours, not including meals.

B. Normal Work Day. A normal work day for regular sworn full-time employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.

C. On-Call. The term "on-call" means that situation where an off-duty employee is officially advised by a designated department representative that he should be prepared to return to duty. The employee being so informed shall then remain at home, or at a location no further from his home to the station and which is made known to the department, and be in full control of his faculties if ordered to return to duty. The on-call status will be terminated by a return telephone call to the individuals placed on call. Employees who are placed on an on-call status shall be credited at the rate of one-half (1/2) hour compensatory time for each hour they remain on the on-call status beyond an initial four (4) hour period.

SECTION 2. Overtime. Hours worked by employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated in the following manner:

A. Compensatory Time

1. Any routine of two hours or less that is an extension of the employee's normal work day shall be compensated at the one-and-one-half rate. Examples of such work include, but are not limited to, complaint investigations, road-blocks, follow-up investigations, obtaining complaints and warrants, etc.

B. Time and One-Half the Straight Hourly Rate

1. All hours worked during an emergency situation as declared by the Director or his designee. (Example: Riots, demonstrations, on and off campus; tornadoes and tornado warnings; power failures; snowstorms; floods, or any other duly declared emergency.)

   (a) In those situations where an employee is called back and where he has not been notified in advance and the call back period is not continuous with his regular work period, the employee shall receive not less than three (3) hours pay at the time and one-half rate.

2. Routinely scheduled events such as Officer's and Supervisory Meetings, qualification shoots, training sessions and other Special Events such as football, basketball, Farmer's Week, Registration, etc., shall be compensated for at the rate of time and one-half for only the actual time the officer is required to be in attendance or work.

3. Those individuals designated to instruct in recruit schools or other duly authorized training sessions, while off duty, shall be compensated at the rate of time and one-half for only the actual time he is required to instruct.

4. Officers subpoenaed or directed into Court, including Probate Court and official hearings during off-duty hours, shall continue to receive witness fees and mileage to cover the first hour or fraction thereof spent in Court. Any time spent in court beyond one hour, when only required to be in court 1/2 day, shall be compensated at the time and one-half rate for only that portion

of the 1/2 day worked. In those instances where the officer is required to be in court all day he shall be compensated at the time and one-half rate for that time beyond two hours which he is required to be in court. Where no witness fee is provided, one and one-half times the hourly rate shall be paid.

C. Time and One-Half Compensatory Time or Time and One-Half Straight Hourly Rate.

1. All hours worked due to call back immediately preceding the employee's normal work day for only such time actually worked.
2. Employees who are required to obtain complaints and warrants and validate complaints while off-duty shall be compensated at the rate of time and one-half for a minimum of two (2) hours. Note Section 2A (1).
3. Officers may request time and one-half compensatory time in lieu of time and one-half pay for overtime hours worked as listed under Section 2, B, 1, 2, 3 and 4. These requests must be made through the Police Commander or his designee and is subject to his or his designee's approval.

D. No compensation, however, shall be provided for time necessitated by the employee's negligence.

SECTION 3. Approval of Overtime.

A. All overtime shall be authorized by that shift supervisor who is in charge of the department during the period of time when the overtime is actually worked or the individual officer's immediate supervisor, except under those conditions as described in this Article, Section 2A (1).

B. The individual officer's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the department during the period when the overtime is actually worked.

SECTION 4. Scheduling. Overtime and call-back time shall be authorized by management. A regular scheduled shift shall be posted once each month to determine the normal workday for every member of the bargaining unit.

SECTION 5. Schedule Deviation. For patrol personnel excepting investigative and task force personnel, if there is a deviation from the normal work schedule, a five (5) day notice shall be given except in cases of declared emergency. If a five (5) day notice is not given, those hours worked outside of the posted schedule shall be paid at the rate of time and one-half.

SECTION 6. Pyramiding. Payment for overtime and call-back time shall not be duplicated for the same hours worked as heretofore provided.

ARTICLE XVII

HOLIDAYS

SECTION 1. The following holidays (special pass days) are designated by the Employer as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, the day before or after Christmas Day, and the day before or after New Year's Day which are considered separately each year.

Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer the employee will receive an additional day off with pay, the time to be arranged with management. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas Day and day before or after New Year's which shall be considered separately each year.

If an employee is absent on the working day immediately preceding or immediately following the holiday he will not be paid for the holiday unless his absence is excused.

If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

SECTION 2. If the employee works on a holiday as set forth in Section 1., he shall be paid time and one-half for all hours worked and in addition thereto, be granted a "special pass day" to be scheduled at another time.

ARTICLE XVIII

LONGEVITY PAY

SECTION 1. All regular full-time employees of the employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

SECTION 2. LONGEVITY YEAR: The longevity year is defined as the twelve month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).

SECTION 3. Longevity pay shall be computed as a percentage of the employees regular annual base wage. Base wage shall be that wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employees hourly rate times 2080 hours as of the first pay period in the calendar year. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his return. Base wage shall not include overtime or premium pay.

SECTION 4. INITIAL ELIGIBILITY: The last date of hire as a full-time employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six years of full-time continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active full-time employment for at least 39 calendar weeks (273 calendar days) for six consecutive years. Periods of active full-time employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

SECTION 5. CONTINUING ELIGIBILITY: After establishing initial eligibility, employees must be actively employed full-time for 39 calendar weeks (273 calendar days) during the longevity year to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

SECTION 6. Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employees regular wage which is in excess of $6500.

SECTION 7. LONGEVITY PAY SCHEDULE

Continuous Service	Annual Longevity Pay
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less then 26 years	6% of annual wage
26 or more years	8% of annual wage

ARTICLE XIX

HOSPITALIZATION - MEDICAL COVERAGE

SECTION 1. If coverage is desired, full-time probationary employees must enroll for hospitalization-medical coverage within sixty (60) days of their employment date. The employee can select either the American Plan with TIAA Major Medical or Blue Cross-Blue Shield. Upon the establishment of eligibility and enrollment for the hospitalization-medical coverage selected by the continuous, regular, full-time employee, the Employer will contribute toward the monthly premium costs as follows:

A. The Employer will pay the full amount of the single subscriber rate regardless of the medical plan selected.

B. Beginning July 1, 1974, the Employer will contribute 95% of the applicable total monthly premium cost of two-party or family coverage for the American and TIAA Major Medical programs. The family contribution amount may also be applied to the monthly premium cost of either two-party or family coverage under Blue Cross-Blue Shield.

ARTICLE XX

GROUP LIFE INSURANCE

SECTION 1. Those employees who secure employment before 53 years of age, may enroll in group life insurance as follows:

SECTION 2. Coverage

	SCHEDULE A		SCHEDULE B	
AGE	AMOUNT	MONTHLY PREMIUM	AMOUNT	MONTHLY PREMIUM
To 45	$16,000*	$3.00	$32,000*	$6.50
45-65	$12,000*	$3.00	$24,000*	$6.50
65-for life	$1,500	-0-	$2,500	-0-

*The amounts indicated above are doubled automatically in the event of accidental death.

SECTION 3. The employee will pay the entire premium costs.

ARTICLE XXI

SICK LEAVE

SECTION 1. Every continuing full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred thirty (130) working days.

SECTION 2. Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work. Should any employee of the bargaining unit be quarantined because of exposure to contagious disease during the course of his employment, he shall not lose sick leave.
3. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

SECTION 3. All employees shall accumulate sick leave from the date they are hired.

SECTION 4. A regular full-time employee with six (6) months of continuous service who suffers injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate for time lost during the first

seven (7) days not covered by the Workmen's Compensation Act provided he follows the instructions of the University Health Director, and provided he returns to work not later than the time recommended by the University Health Director. Following the first seven (7) days, such employee shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

Should an employee recover sufficiently to return to work, the University will attempt to reassign the employee a job based upon his work abilities, experience and qualifications.

SECTION 5. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

SECTION 6. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION 7. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Employer, have available any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

SECTION 8. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

SECTION 9. Each Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his disability.

He may, with reference to the needs of his district, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee so that he can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor.

SECTION 10. All payments for sick leave shall be made at the employee's current rates of pay.

ARTICLE XXII

MEDICAL DISPUTE

SECTION 1. In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a lay-off or leave of absence of any kind and the employee is not satisfied with the determination of the Director of the Health Center he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Lodge, the Director of the Health Center and the employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee.

ARTICLE XXIII

FUNERAL LEAVE

SECTION 1. If a death occurs among members of an employee's immediate family the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days.

SECTION 2. DEFINITION OF EMPLOYEE'S IMMEDIATE FAMILY: The employee's immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.

One day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew or niece.

SECTION 3. Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

SECTION 4. Permission will be granted to a maximum of two (2) on duty employees for one (1) regularly scheduled day, utilizing a department vehicle if available, to attend the funeral of a police officer killed in the line of duty anywhere in the state of Michigan.

ARTICLE XXIV

LEAVE FOR LODGE CONFERENCES OR CONVENTIONS

SECTION 1. The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Fraternal Order of Police for the following functions:

A. Two (2) men for five (5) days every other calendar year to attend F.O.P. national meetings.

B. Two (2) men for three (3) days to attend the F.O.P. State of Michigan meetings each calendar year.

Requests for such leave will be filed in writing with the Director of Public Safet by the 10th day of the preceding month in which such leave is to be taken.

ARTICLE XXV

DEATH BENEFIT INSURANCE (EXPANDED LIFE INSURANCE PROGRAM)

SECTION 1. The Employer will provide, at no employee cost, a fully paid expanded life insurance program to all regular full-time employees with five (5) or more years of continuous service.

SECTION 2. This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including leaves of absence of 180 days or less) equal to one years annual salary or wage (i.e. basic hourly rate times 2080).

SECTION 3. The employee may designate a beneficiary if desired; if none is designated the expanded life insurance benefit payment will be made to the beneficiary under the Group Life Program if enrolled; otherwise payment will be made in a lump sum to the estate.

ARTICLE XXVI

EXTENDED DISABILITY PLAN

SECTION 1. ELIGIBILITY: Regular employees with at least five years of continuous full-time employment are eligible for extended disability leave.

SECTION 2. USAGE: In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six months. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee. The total aggregate of all paid leaves, when used for total disability, is not to exceed six months from the date of disability and will specifically end when the Long Term Disability Program normally would begin.

ARTICLE XXVII

LONG-TERM DISABILITY PLAN

SECTION 1. A University-paid Long-Term Disability Plan will be granted to all permanent full-time employees with at least three (3) years of continuous service.

SECTION 2. The LTD Program provides after a six (6) month disability waiting period for a continuation of the monthly wage equal to 60 percent of the first $1,000 of monthly income plus 40 percent of any income in excess of $1,000 but not more than a total of $2,000 including any benefits from Social Security or Workmen's Compensation programs.

SECTION 3. The LTD Program additionally pays the employee's normal contribution and the University contribution to the TIAA-CREF Retirement Program.

SECTION 4. Benefits are payable under this program to age 65 as long as the employee remains eligible for LTD benefits at which time the employee begins to receive his retirement annuity. The LTD Program includes a three percent cost of living rider and a $50 per month minimum benefit.

SECTION 5. At the employee's expense he may continue to participate in the University group life and hospitalization programs.

SECTION 6. For additional information, the employee should contact the Staff Benefits Division.

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ARTICLE XXVIII

RETIREMENT BENEFITS

SECTION 1. Complete details concerning the provisions of the University's retirement plan applicable to this bargaining unit are outlined in a brochure which may be obtained from the Staff Benefits division of the Office of the Assistant Vice President for Personnel and Employee Relations. The plan shall be available to members of the bargaining unit upon employment and participation will be compulsory at age thirty-five (35).

SECTION 2. MANDATORY EMPLOYMENT AGE: Termination or retirement shall be compulsory on the first day of the month following attainment of age 68.

SECTION 3. UNIVERSITY RETIREMENT DEFINED: University retirement shall be defined as 1) attainment of age 62 with 15 years of continuous employment, or 2) at any age with 25 years of continuous employment.

SECTION 4. An employee who retires under the definition in Section 3 shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

SECTION 5. An employee who does not meet the definition of University Retirement in Section 3 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Section 3 but has at least ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation but not to exceed a maximum of one

hundred (100) days.

SECTION 6. Pro-rated longevity payments shall be made to those employees who retire under the definition of University Retirement in Section 3 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Section 3 but who are 65 years of age at the time of their separation. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

ARTICLE XXIX

UNIFORMS

SECTION 1. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.

SECTION 2. Detectives currently assigned, and all those in the future, shall be allowed no more than four hundred ($400.00) dollars for the initial year and no more than three hundred ($300.00) dollars for each subsequent year to purchase clothing that is to be used in the performance of their duties.

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ARTICLE XXX

AUTOMOBILES AND EQUIPMENT

SECTION 1. In the procurement of motor vehicles for patrol purposes the Employer shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

ARTICLE XXXI

LIABILITY INSURANCE

SECTION 1. The employer shall furnish liability if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered against him it shall be satisfied to the extent of the insurance coverage.

SECTION 2. Should the employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to have become a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

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ARTICLE XXXII

WAGES

SECTION 1. Effective July 1, 1974, the effective date of this Article, the base salary for each classification will be as follows:

	Effective July 1, 1974		Effective January 1, 1975		Effective July 1, 1975	
	PSO	SGT	PSO	SGT	PSO	SGT
V	$10,700	$11,600	$10,807	$11,716	$11,475	$12,425
IV	11,759	12,547	11,877	12,672	12,600	13,450
III	12,322	13,393	12,445	13,527	13,200	14,350
II	12,891	14,129	13,020	14,270	13,825	15,150
I	13,974	15,096	14,114	15,247	15,000	16,200

SECTION 2. A member of the bargaining unit who has completed his third year of college (130 MSU credits or equivalent education at some other college or university that would be accepted as 130 credits at MSU) shall receive a 5% increment over his base salary per year as shown in Section 1 above.

SECTION 3. A member of the bargaining unit who has completed his undergraduate college work and has been awarded a bachelor's degree from a recognized college or university shall receive a 10% increment over his base salary per year as shown in Section 1 above.

ARTICLE XXXIII

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Lodge at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

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ARTICLE XXXIV

TERMS OF THIS AGREEMENT

SECTION 1. Ratification. The Employer's Negotiating Committee shall submit to, and shall recommend that the Board of Trustees ratify this Agreement only after the Lodge submits this Agreement to, and receives ratification by the employees within the bargaining unit, and the Employer's Director of Labor Relations receives from the Lodge, written notification thereof.

SECTION 2. Effective and Termination Dates. This Agreement shall become effective, subject to the ratification process explained in Section 1 of this Article, on the 1st day of July, 1974, and it shall continue in full force and effect until 11:59 p.m., on the 31st day of March, 1976, and for successive annual periods thereafter unless, not more than one hundred-eighty (180) days, but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS fourth DAY OF September, 1974

FOR THE LODGE

Larry L. Ryer

Executive Secretary

William T. Wardell

FOR THE EMPLOYER

J. Keith Gruty

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MICHIGAN STATE UNIVERSITY EAST LANSING · MICHIGAN 48823

OFFICE OF LABOR RELATIONS

September 4, 1974

MEMORANDUM OF UNDERSTANDING

In the agreement between the Board of Trustees of Michigan State University, hereinafter referred to as the "EMPLOYER" and Lodge 141, of the Fraternal Order of Police, Michigan State University Division, hereinafter referred to as the "LODGE" and for the period commencing July 1, 1974 and terminating March 31, 1976.

The parties further agree as follows:

A. The department will schedule on an annual basis, to those employees having 18 months service, five (5) days of compensatory time. The employee may utilize the five (5) days of compensatory time in the same manner and with the same priority as vacation leave.

B. The department will provide ten (10) all-weather parkas and 5-cell Kel-lights for use by the officers when conditions warrant such use as determined by the shift supervisor.

C. An officer may acquire and utilize a cross-draw flap holster that is consistent in style and color as those issued by the department and after approval by the department.

D. The department will equip its fully-marked sedan style patrol cars with:

1. Automatic shot-gun locks placed in the front seat area of the vehicle.
2. Prisoner transport shields.
3. Flood lights atop the vehicle.
4. Remote control outside rear-view mirror.
5. Rear window defrosters.
6. Air bags when made available by the manufacturer of those vehicles purchased.

E. The department will issue to each officer a slap-stick.

F. Officers may arrange use of the Men's Intramural Building facilities with that person responsible for the building. Such arrangements shall be between the individual officer and I.M. Building Management.

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G. The University will make available a separate facility for the purpose of finger printing, interviewing and the temporary holding of suspects. The facility will be of such a nature so as to permit the officer to enter this facility unarmed, with the suspect. This facility shall be equipped with a door containing proper remote control devices and an adequate alarm system.

H. Any member of the negotiating committee who is unable to obtain sufficient sleep between scheduled duty time due to negotiating, may request the shift supervisor to be excused from the shift, until sufficient sleep can be acquired at which time the employee may be rescheduled to make up the time lost.

I. Effective July 1, 1974, the university will be responsible for and pay for the dry cleaning of issued uniforms.

J. Effective July 1, 1974, the university will grant the president or his designee of the Michigan State University Division two (2) additional personal leave days per year to be used in accordance with Article XV, Section 2. to attend to division business.

K. Effective July 1, 1974, the university will grant the president or his designee of the Michigan State University Division a total of four (4) hours per calendar month non-cumulative to be excused from duty with pay to be taken in increments of no less than one (1) hour to attend to Lodge 141 business provided prior approval is obtained from their supervisor.

L. Effective October 1, 1974, the university agrees to institute a four (4) day ten (10) hour per day work schedule for the investigative unit and the task force only, for a three (3) month trial period. Upon conclusion of the three (3) month trial period, an evaluation will be made to determine the feasibility of continuation of the four-ten (4-10) work schedule.

M. Effective July 1, 1974, the university will reimburse non-probationary employee for tuition only for one (1) MSU course each term up to and including five (5) credits provided:

1. Form No. CO-ge-44a is submitted and approved and the provisions provided thereon are met.
2. There shall be no released time from the work schedule to attend class.
3. The course must be in a police job related field.
4. The employee is not to receive compensation or reimbursement from and Federal, State or local programs or scholarships including but not limited to police education, veteran or rehabilitation programs. Employees are expected to seek compensation or reimbursement from non-university funds when eligible and where conditions are equal to or better than university benefits.

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MEMORANDUM OF UNDERSTANDING Con't.

N. Effective July 1, 1975, Article XVII, Section 2. shall be as follows:

If an employee works on a university designated holiday as set forth in Section 1., he shall be paid double-time for all hours worked and in addition thereto, be granted a "special pass day" to be scheduled at another time.

O. In the following Insurance and Benefit Programs, should the Employer make any increases in these programs for any other employees of Michigan State University during the term of this contract, those increased benefits shall automatically extend to the bargaining unit covered by this Agreement.

1. Hospitalization - Medical
2. Group Life Insurance
3. Longevity
4. Death Benefit
5. Disability
6. TIAA-CREF Retirement

P. Should the university, for whatever reason, deem it necessary in the future to specify an off-duty handgun, the university will issue such a gun.

FOR THE LODGE

FOR THE EMPLOYER

C. Keith Beaty